

This page is a reference page used to track documents internally for the Division of Oil, Gas and Mining

Mine Permit Number 51035/0032 Mine Name West Side Mine  
Operator D.J.N Rockwalls Date Jan. 5, 2015  
TO \_\_\_\_\_ FROM \_\_\_\_\_

☐ CONFIDENTIAL ☒ BOND CLOSURE ☐ LARGE MAPS ☐ EXPANDABLE  
☐ MULTIPUL DOCUMENT TRACKING SHEET ☐ NEW APPROVED NOI  
☐ AMENDMENT ☐ OTHER \_\_\_\_\_

Description YEAR-Record Number

☐ NOI ☐ Incoming ☐ Outgoing ☐ Internal ☐ Superceded

File Closure

☐ NOI ☐ Incoming ☐ Outgoing ☐ Internal ☐ Superceded

☐ NOI ☐ Incoming ☐ Outgoing ☐ Internal ☐ Superceded

☐ NOI ☐ Incoming ☐ Outgoing ☐ Internal ☐ Superceded

☐ TEXT/ 8 1/2 X 11 MAP PAGES ☐ 11 X 17 MAPS ☐ LARGE MAP

COMMENTS: \_\_\_\_\_

CC: \_\_\_\_\_



8/035/0032  
Internal

October 28, 2014

HAND DELIVERED

Received by:

*Shawn Nay*  
*DJN owner*

Date Received 1-5-15

Shawn Nay  
DNJ Rock Walls  
1463 East Cherry Canyon Drive  
Draper, Utah 84020

Subject: Notice of File Closure and Release of Reclamation Surety, DJN Rockwalls, West Side Mine, S/035/0032, Salt Lake County, Utah

Dear Mr. Nay:

The referenced Notice of Intention to Conduct Small Mining Operations, located in Salt Lake County, Utah, will now be closed and the file retired. Please find enclosed a check in the amount of \$3,000.45. The Division is also returning your original reclamation contract for your disposal or records.

The Division hereby releases you from further reclamation responsibilities at this site. If you wish to conduct any future mining or exploration related activity in this area, you will need to submit a Notice of Intention and reclamation surety to the Division and gain approval from any other appropriate agencies.

Please contact Leslie Heppler at 801-538-5257 or me at 801-538-5261 if you have any questions or concerns regarding this action. Thank you for your cooperation.

Sincerely,

*Paul B. Baker*  
Paul B. Baker  
Minerals Program Manager

PBB:lah:pb

ENCLOSURES: Check, Original Reclamation Contract

cc: bthomas@herriman.org

P:\GROUPS\MINERALS\WP\M035-SaltLake\S350032-DJN\final\RETIRE-6275-10282014.doc



50350032

110061637

Account Number: 8911962A  
Account Name: UST - OGM - D.J.N. Rockwall & Excavation  
Tran #: 20006483  
Admin Name: Raylyn Daniel - UST 801-844-8523  
Date: 10/23/2014

This check constitutes payment of the following:

Escrow Disbursements  
final release of acct # 8911962A

Paid For:

Amount: \$3,000.45

110061637

Payee:

OGM - D.J.N. Rockwall & Excavation Inc.  
c/o UST  
350 N State St, Ste 180  
PO Box 142315  
Salt Lake City UT 84114-2315

HARLAND CLARKE M17873 40092654

THIS DOCUMENT CONTAINS A TRUE WATERMARK - HOLD TO LIGHT TO VIEW

OFFICIAL CHECK

110061637

Zions First National Bank  
Salt Lake City, Utah  
801-844-7089

UST - OGM - D.J.N. Rockwall & Excavation

Trust Account 8911962A

10/23/2014

\$3,000.45\*

Three Thousand Dollars & 45/100

Pay to the Order Of:

OGM - D.J.N. Rockwall & Excavation Inc.  
c/o UST  
350 N State St, Ste 180  
PO Box 142315  
Salt Lake City UT 84114-2315



⑈ 110061637 ⑈ ⑆ 124000054 ⑆ 002 25646 9 ⑈

Details on Back. Security Features Included.



# ZIONS BANK®

To: ZIONS TRUST DEPARTMENT  
WIRE TRANSFER ACCOUNT  
RQST HOLD UT KC03 0193  
DO NOT MAIL 00000

Date: Oct 18, 2012  
Fax: 918882263137  
Total number of pages: 1

## CREDIT CONFIRMATION

Transaction reference number:	2012101800002007
Account Number:	*****0433
Account name:	ZIONS TRUST DEPARTMENT WIRE TRANSFER ACCOUNT RQST HOLD UT KC03 0193 DO NOT MAIL 00000

Amount:	3,000.00	Currency:	US dollar
Base Amount:	3,000.00	Exchange Rate:	1.00000
Value Date:	12/10/18		
Reference number:	1018QMGFT00700056710181132FT01/1018L4B74 B3C00076710181132FT03		
Transaction Posting Time:	2012/10/18 10:08:09		

Debit Party Information:	*****3036 UTAH COMMUNITY BANK SANDY, UT
Originating Party Information:	A/124303036 UTAH COMMUNITY BANK FBO : DJN ROCKWALL /REC/ATTN: RAYLYN DANIEL
Bank to Bank Information:	
Credit Party Information:	*****0433 ZIONS TRUST DEPARTMENT WIRE TRANSFER ACCOUNT RQST HOLD UT KC03 0193 DO NOT MAIL 00000

The information contained in this facsimile message is intended only for the use of the individual or entity named above. If the reader of this message is not the intended recipient, you are hereby notified that any use, dissemination, distribution or copy of this facsimile is strictly prohibited. If you have received this facsimile in error, please immediately notify us by telephone. Thank you.



FACT SHEET

Commodity: LANDSCAPE ROCK  
Mine Name: West Side Mine  
County: Salt Lake  
Disturbed Acres: 4

Operator Name: D.J.N. Rockwall & Excavation, Inc.  
Operator address: 6078 W 13360 S HERRIMAN UT 84065  
Operator telephone: (801) 244-0131  
Contact: Shawn Nay  
Operator email:

Surety Type: CD  
Bank Name: Utah Community Bank  
Surety Amount: \$3,000 <sup>00</sup>  
Account number:  
Contact: Glenn B. Cherrington, VP  
Contact phone: 801 545 6000

Escalation year: 2009

Tax ID# 68-0498962

RECEIVED  
JAN 10 2007  
Div. of Oil, Gas & Mining



# ZIONS BANK®

To: ZIONS TRUST DEPARTMENT  
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Operator address: 6078 W 13360 S HERRIMAN UT 84065  
Operator telephone: (801) 244-0131  
Contact: Shawn Nay  
Operator email:

Surety Type: CD  
Bank Name: Utah Community Bank  
Surety Amount: \$3,000 <sup>excl</sup>  
Account number:  
Contact: Glenn B. Cherrington, VP  
Contact phone: 801 545 6000

Escalation year: 2009

Tax ID# 68-0498962

RECEIVED  
JAN 10 2007  
Div. of Oil, Gas & Mining





RECEIVED

SEP 13 2012

DIV. OF OIL, GAS & MINING

September 11, 2012

Penny Berry  
Department of Natural Resources  
Division of Oil, Gas & Mining  
1594 West North Temple Suite 1210  
P.O. Box 145801  
Salt Lake City, Utah 84114

Dear Penny:

Attached please find the completed and signed document which was forwarded to us through your email a week or so ago. Additionally, you will find out printout which identifies the hold placed on the account. The money has been placed in a regular savings account with a hold expiring on September 5, 2018. If you have further questions please let me know.

Sincerely,

A handwritten signature in blue ink, appearing to read "Philip C. Gibson".

Philip C. Gibson  
Senior Vice President





Gary R. Herbert  
Governor  
Gregory S. Bell  
Lieutenant Governor

**State of Utah**  
**DEPARTMENT OF NATURAL RESOURCES**  
**Division of Oil, Gas & Mining**

MICHAEL R. STYLER  
Executive Director

JOHN R. BAZA  
Division Director

**RECEIVED**

**SEP 13 2012**

**DIV. OF OIL, GAS & MINING**

Date

UTAH COMMUNITY BANK (Bank Name)  
820 EAST 9400 SOUTH (Address)  
SANDY UTAH 84094

Attention: BOND DEPT (Bank Acct. Rep., Branch Manager, etc.)  
(phone) 801-545-6000 (email address)

Subject: Reclamation Surety, Savings Account for DJN Rockwall (Company Name),  
WEST SIDE Mine Site, S/035/0032 (OGM mine file #),  
SALT LAKE COUNTY County, Utah

Savings Account number 10-01277-1; Principal Amount \$ 3,000.00

This letter describes the mutually agreed upon instructions of the below signed parties to  
UTAH COMMUNITY BANK Bank ("Bank"), regarding the control, redemption, and  
release of Bank's above-described savings account, which is being used as a surety to guarantee the  
availability of reclamation funds for the WEST SIDE mine site,  
SALT LAKE County, Utah. It is the intention of the parties that the savings account be  
utilized as surety to guarantee that \$ 3,000.00 in reclamation funds  
will be available to the State of Utah, Division of Oil, Gas & Mining ("Division") upon demand in the  
event that the operator(s) of the Mine Site are unable or unwilling to complete reclamation of the mine  
site in compliance with applicable state law and regulations.

**Ownership and Renewal:**

Ownership of the savings account is retained by DJN Rockwall, a UTAH  
corporation, ("Owners"), but it is held by Bank for the benefit of the State of Utah, Division of Oil, Gas &  
Mining and is subject to the terms and conditions described in this agreement. The Division may request  
savings account information on an occasional basis. This letter grants approval by





GARY R. HERBERT  
Governor

GREGORY S. BELL  
Lieutenant Governor

# State of Utah

## DEPARTMENT OF NATURAL RESOURCES

MICHAEL R. STYLER  
Executive Director

### Division of Oil, Gas and Mining

JOHN R. BAZA  
Division Director

August 7, 2012

Utah Community Bank  
820 East 9400 South  
Sandy, Utah 84094

Subject: Authorization for Partial Release of Reclamation Surety, Certificate of Deposit #18-00559-5, DJN Rockwalls, West Side Mine, S/035/0032, Salt Lake County, Utah

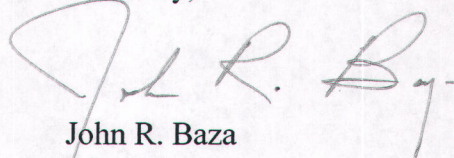
Dear Sir or Madame:

Utah Community Bank is presently holding Certificate of Deposit #18-00559-5 for the benefit of the State of Utah, Division of Oil, Gas and Mining, as a form of reclamation surety for the referenced mine. At the company's request and after site inspections verified that regrading work has been satisfactorily completed, this letter authorizes a reduction of the face value of the certificate of deposit to no less than \$3000.00. Any interest accrued may also be released.

When this transaction has been completed, please supply the Division with an amended certificate of deposit showing the new amount.

If you have any questions or concerns, please contact Dana Dean at 801-538-5320, or Paul Baker at 801-538-5261. Thank you for your help in this matter.

Sincerely,

  
John R. Baza  
Director

JRB:tm:pb

cc: Shawn Nay, DJN Rockwalls

P:\GROUPS\MINERALS\WP\M035-SaltLake\S350032-DJN\final\CDRel-4980-08072012.doc





December 21, 2006

State of Utah, Dept. of Natural Resources  
Division of Oil, Gas, and Mining  
1594 West North Temple Ste 1210  
PO Box 145801  
Salt Lake City, Utah 84114-5801

RECEIVED

DEC 22 2006

DIV. OF OIL, GAS & MINING

Attn: Beth Ericksen

This letter acknowledges receipt of a Reclamation Surety by <name of financial institution> from the Division of Oil, Gas, and Mining. The <bank/credit union> agrees to the terms and instructions of the CD Agreement letter. An administrative hold (restriction) has been placed on the account in the amount identified below until such time redemption or release authorization is provided by the Division in accordance with the instructions per the cd agreement letter.

Mine Site: S/035/032 also as M0350032 WEST SIDE  
MINE

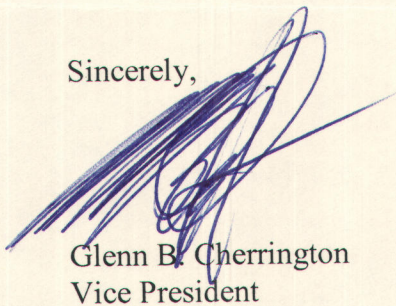
Account Name: DJN Rockwall & Excavation FB State of  
Utah, Division of Oil Gas and Mining

Account Number: 18-00559-5

Principal Amount: \$8,000.00

Original Acknowledgement: December 21, 2006

Sincerely,

A handwritten signature in blue ink, appearing to read "Glenn B. Cherrington".

Glenn B. Cherrington  
Vice President

☒ APPROVED

Attachment A





JON M. HUNTSMAN, JR.  
Governor

GARY R. HERBERT  
Lieutenant Governor

**State of Utah**  
**DEPARTMENT OF NATURAL RESOURCES**  
**Division of Oil, Gas & Mining**

MICHAEL R. STYLER  
Executive Director

JOHN R. BAZA  
Division Director

December 27, 2006

UTAH COMMUNITY BANK  
820 East 9400 South  
Sandy, Utah 84094-3653

Attention: Glenn B. Cherrington, Vice President,  
801-545-6000 (telephone) or [gcherrington@utahcommunitybank.com](mailto:gcherrington@utahcommunitybank.com) (email)

Subject: Reclamation Surety, Certificate of Deposit for Shawn Nay, DJN Rockwall & Excavation (dba)'s,  
West Side, Mine Site, S/035/032, Salt Lake County, Utah

Certificate of Deposit no. 18-00559-5; Principal Amount \$8000.00.

This letter describes the mutually agreed upon instructions of the below signed parties to UTAH COMMUNITY BANK ("Bank"), regarding the control, redemption, and release of Bank's above-described certificate of deposit ("CD"), which is being used as a surety to guarantee the availability of reclamation funds for the West Side Mine Site ("Mine Site"), Salt Lake County, Utah. It is the intention of the parties that the CD be utilized as surety to guarantee that \$8000.00 in reclamation funds will be available to the State of Utah, Division of Oil, Gas & Mining ("Division") upon demand in the event that the operator(s) of the Mine Site are unable or unwilling to complete reclamation of the mine site in compliance with applicable state law and regulations.

**Ownership and Renewal:**

Ownership of the CD is retained by Shawn Nay, DJN Rockwall & Excavation (dba), a sole proprietor, ("Owners"), but it is held by Bank for the benefit of the State of Utah, Division of Oil, Gas & Mining and is subject to the terms and conditions described in this agreement. The CD shall automatically renew indefinitely until either redeemed or released by the Director of the Division. The Division may request CD information on an occasional basis. This letter grants approval by Shawn Nay, DJN Rockwall & Excavation (dba) for the bank to provide CD information to the Division any time an inquiry is made via telephone, email, or letter.



**Redemption:**

The CD may only be redeemed (i.e., called on demand), pursuant to the written instruction or demand of the Director of the Utah Division of Oil, Gas & Mining to the Bank. Upon the instruction and demand of the Director, the full initial amount of the CD shall be transferred to the State of Utah, Division of Oil, Gas and Mining. Owners agree and irrevocably instruct Bank that neither the Owner(s), nor any other person claiming an ownership interest in the CD which is derived from the Owners, shall have the authority to prevent the Bank from carrying out the Director's instruction to redeem the CD. Upon redemption, any accrued interest in excess of the initial amount of the CD shall be transferred to Owners' control, or if Owners do not instruct the Bank, the accrued interest shall be reinvested in the CD. If a signature card is prepared, it shall be drafted consistent with the requirement that only the Director of the Division may redeem the CD.

**Release:**

The Bank shall release the CD only upon the written instruction of the Director of the Division to the Bank. Upon release, the terms and conditions of this agreement are no longer in effect, and the unconditioned control of the CD shall be returned to the Owners, or their legal successors-in-interest. In the event of Bank cancellation/termination of the Certificate of Deposit, the Division may transfer the certificate of deposit monies into a state managed cash account to assure or complete reclamation if the Operator does not replace the Certificate of Deposit within the ninety days of Bank cancellation/termination notice. If the Bank is under a forced cancellation/termination, the Bank agrees to transfer or release the CD funds to a state managed cash account at the Division's request.

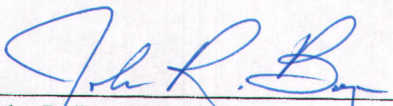
**Accrued Interest:**

Prior to release or redemption, all interest which accrues by the CD shall be 1) dispersed quarterly to the Owner(s) as the Owner(s) may instruct the Bank, or 2) shall be reinvested in the CD until such time the Owner(s) may instruct the Bank where to transfer such interest. In no event shall the Bank transfer any amount from the CD which would cause the redemption amount of the CD to be less than the initial amount, \$8000.00. All tax liabilities for accrued interest shall remain the sole responsibility of the Owners.

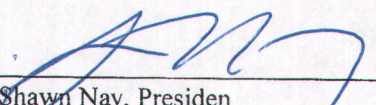


Bank will not be held liable for any dispute between the parties.

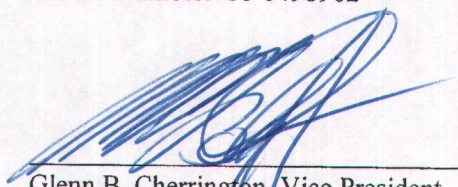
Agreed Upon By:

  
\_\_\_\_\_  
John R. Baza, Director  
Utah Division of Oil, Gas & Mining

Date: 1/18/07

  
\_\_\_\_\_  
Shawn Nay, Presiden  
D.J.N. Rockwall & Excavation, Inc.  
Tax ID Number: 68-0498962

Date: 1-9-07

  
\_\_\_\_\_  
Glenn B. Cherrington, Vice President  
UTAH COMMUNITY BANK  
820 East 9400 South  
Sandy, Utah 84094-3653

Date: 1-9-07



# Time Certificate of Deposit

**Financial Institution:** Utah Community Bank, UCB Main Office  
820 East 9400 South, Sandy, UT 84094

18005595

**Account Name:** DJN Rock Wall & Excavation, Inc West Side Mine Site  
**BUSINESS TYPE:** Corporation

**SSN/TIN:** 68-0498962

Account Number	Issue Date	Deposit Amount	Term	Maturity Date
18005595	January 9, 2007	\$8,000.00	24 Months	January 9, 2009

**Rate Information:** This Account is an interest bearing account. The interest rate on the account is 5.25% with an annual percentage yield of 5.35%.

The interest rate and annual percentage yield may change. Interest begins to accrue on the business day you deposit noncash items (for example, checks). Interest will be compounded quarterly and will be credited to the account quarterly. Interest on your account will be credited by adding the interest to the principal.

If you withdraw funds prior to maturity, your interest rate will be. The annual percentage yield assumes interest will remain on deposit until maturity. A withdrawal will reduce earnings.

**Balance Information:** We use the daily balance method to calculate the interest on the account. This method applies a daily periodic rate to the principal in the account each day. We will use an interest accrual basis of 365 for each day in the year. You must maintain a minimum balance of \$500.00 in the account each day to obtain the disclosed annual percentage yield.

**Limitations:** You must deposit \$500.00 to open this account. You may not make additional deposits into this account. Capitalized Interest may be withdrawn without a penalty.

**Time Account Information:** Your account will mature on January 9, 2009. If you withdraw any of the principal before the maturity date, we may impose a penalty of 30 Days Loss of Interest for Certificate terms of One Year or Less, and 90 Days Loss of Interest for Certificate with terms Over One Year. This account will automatically renew. You will have 10 calendar days after the maturity date to withdraw funds without penalty. If you do not withdraw the funds, each renewal term will be for an identical period of time as the original term.

**Account Fees:** The following fees apply to this account: Incoming Collections: 20.00; Outgoing Collections: 20.00; DDA Overdraft Charge: 16.00; DDA Return Check Charge: 16.00; Excess Item Charge: 5.00; Consumer Charge Back Items: 3.00; Notary Service: Free; Dormant Account Charge: 20.00; and Account Closing Fee: 10.00 -- The account closing fee will be assessed to all Checking, Money Market and Savings Accounts closed within 90 days of account opening..

NON TRANSFERABLE - NON NEGOTIABLE

**Member  
FDIC**

Signature and Title of Authorized Financial Institution Signer

*Maura Clossman*

## TIME DEPOSIT AGREEMENT - CERTIFICATES UNDER 100,000

We appreciate your decision to open a time deposit account with us. This Agreement sets forth certain conditions, rates, and rules that are specific to your Account. Each signer acknowledges that the Account Holder named has placed on deposit with the Financial Institution the Deposit Amount indicated, and has agreed to keep the funds on deposit until the Maturity Date. As used in this Agreement, the words "you", "your" or "yours" mean the Account Holder(s), the word "Account" means this Time Deposit Account and the word "Agreement" means this Time Deposit Agreement, and the words "we", "us" and "our" mean the Financial Institution. This Account is effective as of the Issue Date and is valid as of the date we receive credit for noncash items (such as checks drawn on other financial institutions) deposited to open the Account. Deposits of foreign currency will be converted to U.S. funds as of the date of deposit and will be reflected as such on our records.

**ISSUE DATE.** If you open a time deposit account with us after 5:50 PM on a business day that we are open, we will consider that the transaction was made at the opening of the next business day for issue date and effective date purposes.

**INTEREST RATE.** The interest rate is the annual rate of interest paid on the Account which does not reflect compounding ("Interest Rate"), and is based upon the interest accrual basis described above.

**AUTOMATIC RENEWAL POLICY.** If the Account will automatically renew as described above, the principal amount and all paid earned interest that has not been withdrawn will automatically renew on each Maturity Date for the term described above in the Time Account Information section. If the deposit term causes the maturity date to fall on Saturday, Sunday, or a holiday, the maturity date will be adjusted to the next business day. Interest on renewed accounts will be calculated at the interest rate then in effect for time deposits of that Deposit Amount and term. If you wish to withdraw funds from your Account, you must notify us during the grace period after the Maturity Date.

**EARLY WITHDRAWAL PENALTY.** You have agreed to keep the funds on deposit until the Maturity Date of your Account. Any withdrawal of all or part of the funds from your Account prior to maturity may result in an early withdrawal penalty. We will consider requests for early withdrawal and, if granted, the penalty as specified above will apply.

**Minimum Required Penalty.** If you withdraw money within six (6) days after the date of deposit, the Minimum Required penalty is seven (7) days' simple interest on the withdrawn funds. If partial early withdrawal(s) are permitted, we are required to impose the Minimum Required Penalty on the amount(s) withdrawn within six (6) days after each partial withdrawal. The early withdrawal penalty may be more than the Minimum Required Penalty. You pay the early withdrawal penalty by forfeiting part of the accrued interest on the Account. If your Account has not earned enough interest, or if the interest has been paid, we take the difference from the principal amount of your Account.

**Exceptions.** We may let you withdraw money from your Account before the Maturity Date without an early withdrawal penalty: (1) when one or more of you dies or is determined legally incompetent by a court or other administrative body of competent jurisdiction; or (2) when the Account is an Individual Retirement Account (IRA) established in accordance with 26 USC 408 and the money is paid within seven (7) days after the Account is opened; or (3) when the Account is a Keogh Plan (Keogh), if you forfeit at least the interest earned on the withdrawn funds; or (4) if the Account is an IRA or a Keogh Plan established pursuant to 26 USC 408 or 26 USC 401, when you reach age 59 1/2 or become disabled; or (5) within an applicable grace period (if any).

**RIGHT OF SETOFF.** Subject to applicable law, we may exercise our right of setoff or security interest against any and all of your Accounts (except IRA, HSA, Keogh plan and Trust Accounts) without notice, for any liability or debt of any of you, whether joint or individual, whether direct or contingent, whether now or hereafter existing, and whether arising from overdrafts, endorsements, guarantees, loans, attachments, garnishments, levies, attorneys' fees, or other obligations. If the Account is a joint or multiple-party account, each joint or multiple-party account holder authorizes us to exercise our right of setoff against any and all Accounts of each Account Holder.



**OTHER ACCOUNT RULES.** The following rules also apply to the Account.

**Surrender of Instrument.** We may require you to endorse and surrender this Agreement to us when you withdraw funds, transfer or close your Account. If you lose this Agreement, you agree to sign any affidavit of lost instrument, or other Agreement we may require, and agree to hold us harmless from liability, prior to our honoring your withdrawal or request.

**Death of Account Holder.** Each Account Holder agrees to notify us immediately upon the death of any other Account Holder. You agree that we may hold the funds in your Account until we have received all required documentation and instructions.

**Indemnity.** If you ask us to follow instructions that we believe might expose us to any claim, liability or damages, we may refuse to follow your instructions or may require a bond or other protection, including your agreement to indemnify us.

**Pledge.** You agree not to pledge your Account without our prior consent. You may not withdraw funds from your Account until all obligations secured by your Account are satisfied.

### SURRENDER OF TIME DEPOSIT

CD # 18005595

This certificate is hereby surrendered.

Date: \_\_\_\_\_

Number of Signers Required: Any one (1) of the Authorized Signers(s) shown below.

ACCOUNT HOLDER:

DJN ROCK WALL & EXCAVATION, INC

By: \_\_\_\_\_  
Shawn Nay

By: \_\_\_\_\_  
Tera L. Nay



**STATE OF UTAH**  
**DEPARTMENT OF NATURAL RESOURCES**  
**DIVISION of OIL, GAS and MINING**  
1594 West North Temple, Suite 1210  
Box 145801  
Salt Lake City, Utah 84114-5801  
(801) 538-5291  
Fax: (801) 359-3940

RECEIVED  
JAN 10 2007  
Div. of Oil, Gas & Mining

---ooOoo---

**SMALL MINE RECLAMATION CONTRACT**

This Reclamation Contract (hereinafter referred to as "Contract") is entered into between ***D.J.N. Rockwall & Excavation, Inc.*** the "Operator" and the Utah State Division of Oil, Gas and Mining ("Division").

WHEREAS, Operator desires to conduct mining operations under Notice of Intention (NOI) File No. ***M0350032*** which the Operator has filed with the Division and has been determined by the Division to be complete (Complete NOI) as required by the Utah Mined Land Reclamation Act, Sections 40-8-1 et seq., Utah Code Annotated, (2005, as amended) (hereinafter referred to as "Act") and the regulations adopted pursuant to the Act; and

WHEREAS, Operator is obligated to reclaim the lands affected by the mining operations in accordance with the Act and the regulations, and is obligated to provide a surety in a form and amount approved by the Division or the Board of Oil, Gas and Mining (Board) to assure reclamation of the lands affected by the mining operations.

NOW, THEREFORE, the Division and the Operator agree as follows:


1. Operator agrees to promptly reclaim in accordance with the requirements of the Act and applicable regulations, as they may be amended, all of the lands affected by the mining operations conducted or to be conducted pursuant to a Complete Notice of Intention.
2. The Lands Affected by the mining operations and subject to the requirements of the Act and this Contract include:
  - A. All surface and subsurface areas affected or to be affected by the mining operations including but not limited to private on-site ways, roads, railroads; land excavations; drill sites and

☒ APPROVED



workings; refuse banks or spoil piles; evaporation or settling ponds; stockpiles; leaching dumps; placer areas; tailings ponds or dumps; work, parking, storage, and waste discharge areas, structures, and facilities; and

- B. All mining disturbances regardless of discrepancies in the map and legal description, unless explicitly and clearly identified as EXCLUDED on maps, and legal descriptions included in the Complete NOI; provided lands may be excluded only if: (1) they were disturbed by mining operations that ceased prior to July 1, 1977; (2) the lands would be included but have been reclaimed in accordance with a complete notice or reclamation plan; or (3) the lands were disturbed by a prior operation for which there is no surety, no legally responsible entity or person, and which lands are not necessarily or incidentally intended to be affected by the mining operations as described in the Complete NOI.
- 3. The Operator shall be responsible for reclamation of all such Lands Affected regardless of errors or discrepancies in the maps or legal descriptions provided with the NOI which are intended to assist in determining the location of the mining operations, to describe the areas of disturbance, and to assist estimating the amount of surety required.
  - 4. The Operator prior to commencement of any mining operations and as a precondition to the rights under the Notice of Intention shall provide a surety in a form permitted by the Act and in an amount sufficient to assure that reclamation of the Lands Affected will be completed as required by the Act. The Surety shall remain in full force and effect according to its terms unless modified by the Division in writing. A copy of the agreement providing for the Surety for the reclamation obligations herein is included as **ATTACHMENT A** to this Contract.
  - 5. If the Surety expressly provides for cancellation or termination for non-renewal:
    - A. The Operator shall within 60 days following the Division's receipt of notice that the Surety will be terminated or cancelled, provide a replacement Surety sufficient in a form and amount, as required by the Act, to replace the cancelled surety; or
    - B. If the Operator fails to provide an acceptable replacement Surety within 60 days of notice of cancellation or termination, the Division may order the Operator to cease further mining activities, and without further notice proceed to draw upon letters of credit, to withdraw any amounts in certificates of deposit or cash and/or any other forms of surety, and to otherwise take such action as may be necessary to secure the rights of the Division to perfect its claim on the existing surety

 **APPROVED**



for the purpose of fully satisfying all of the reclamation obligations incurred by the Operator prior to the date of termination, and the Division may thereafter require the Operator to begin immediate reclamation of the Lands Affected by the mining operations, and may, if necessary, proceed to take such further actions as may be required for the Division to forfeit the surety for the purpose of reclaiming the Lands Affected.

6. The Operator's liability under this Contract shall continue in full force and effect until the Division finds that the Operator has reclaimed the Lands Affected by mining operations in accordance with the Act and regulations, as amended. If the mining operations are modified or for any other reason vary from those described in the Complete Notice of Intention, the Operator shall immediately advise the Division, and the Notice of Intention shall be revised and the Surety amount shall be adjusted as necessary.
7. If reclamation of a substantial phase or segment of the Lands Affected by the mining operations is completed to the satisfaction of the Division, and the Division finds that such substantial phases or segments are severable from the remainder of the mining area, Operator may request the Division to find that Operator has reclaimed such area. If the Division makes such finding, Operator may make request to the Division for a reduction in the aggregate face amount of the Surety, and the Division may reduce the surety to an amount necessary to complete reclamation of the remaining mining operations as anticipated by the Complete Notice of Intention in accordance with the requirements of the Act and regulations, as amended.
8. Operator may, at any time, submit a request to the Division to substitute surety. The Division may approve such substitution if the substitute surety meets the requirements of the Act and the applicable rules.
9. Operator agrees to pay all legally determined public liability and property damage claims resulting from mining operations, to pay all permit fees, to maintain suitable records, to file all required reports, to permit reasonable inspections, and to fulfill all sundry reporting requirements applicable to the mine as required by the Act and implementing rules.
10. Operator agrees to indemnify and hold harmless the State, Board, and the Division from any claim, demand, liability, cost, charge, suit, or obligation of whatsoever nature arising from the failure of Operator or Operator's agents and employees, or contractors to comply with this Contract.
11. If Operator shall default in the performance of its obligations hereunder, Operator shall be liable for all damages resulting from the breach hereof including all costs, expenses, and reasonable attorney's fees incurred by the Division and/or the Board in the enforcement of this Contract.

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12. Any breach of a material provision of this Contract by Operator may, at the discretion of the Division, in addition to other remedies available to it, result in an order by the Division requiring the Operator to cease mining operations, and may thereafter result in an Order, subject to an opportunity for notice and hearing before the Board, withdrawing and revoking the Notice of Intention, and requiring immediate reclamation by the Operator of the Lands Affected or forfeiture of the Surety.
13. In the event of forfeiture of the Surety, Operator shall be liable for any additional costs in excess of the surety amount that is required to comply with this Contract. Upon completion of the reclamation of all of the Lands Affected, any excess monies resulting from forfeiture of the Surety shall be returned to the rightful claimant.
14. The Operator shall notify the Division immediately of any changes in the Operator's registered agent, the Operator's address, form of business, name of business, significant changes in ownership, and other pertinent changes in the information required as part of the Notice of Intention. Notwithstanding this requirement, any changes to the Notice of Intention, and any errors, omissions, or failures to fully or accurately complete or update the information on the Notice of Intention, or the attached maps, shall not affect the validity of this Contract and the rights of the Division to enforce its terms.
15. If requested by the Division, the Operator shall execute addendums to this Contract to add or substitute parties, or to reflect changes in the Operator, Surety, and otherwise modify the Contract to reflect changes in the mining operations as requested by the Division. All modifications must be in writing and signed by the parties, and no verbal agreements, or modifications in any of the terms or conditions shall be enforceable.
16. This Contract shall be governed and construed in accordance with the laws of the State of Utah.



The signatory below represents that the Operator, if not a natural person, is a properly organized entity in good standing under the laws of Utah and the United States, is registered as an entity authorized to do business in the State of Utah, and that he/she is authorized to execute this Contract on behalf of the entity as Operator.

OPERATOR:

DJN Rockwalks & Excavation INC  
Operator Name

By Shawn Nay  
Authorized Officer (Typed or Printed)

owner  
Authorized Officer - Position

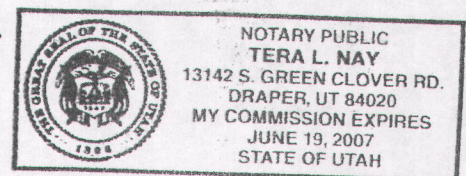
[Signature] 12/1/06  
Officer's Signature Date

STATE OF Utah)

COUNTY OF Salt Lake) ss:

On the 1 day of Dec., 20 06, Shawn Nay  
personally appeared before me, who being by me duly sworn did say that he/she is an owner (owner, officer, director, partner, agent or other (specify)) of the Operator DJN Rockwalks & Exc, INC and duly acknowledged that said instrument was signed on behalf of said Operator by authority of its bylaws, a resolution of its board of directors or as may otherwise be required to execute the same with full authority and to be bound hereby.

Tera Nay  
Notary Public  
Residing at Draper, UT Salt Lake County  
June 19, 2007  
My Commission Expires:



☒ APPROVED



DIVISION OF OIL, GAS AND MINING:

By John R. Baza  
John R. Baza, Director

1/18/07  
Date

STATE OF Utah)  
COUNTY OF Salt Lake) ss:

On the 18<sup>th</sup> day of January, 2007, John R. Baza  
personally appeared before me, who being duly sworn did say that he, the said  
John R. Baza is the Director of the Division of Oil, Gas and Mining,  
Department of Natural Resources, State of Utah, and he duly acknowledged to me that  
he executed the foregoing document by authority of law on behalf of the State of Utah.



Diane Holland  
Notary Public  
Residing at: Salt Lake City, Utah

05-08-2010  
My Commission Expires:



FACT SHEET

Commodity: LANDSCAPE ROCK  
Mine Name: West Side Mine  
County: Salt Lake  
Disturbed Acres: 4

Operator Name: D.J.N. Rockwall & Excavation, Inc.  
Operator address: 6078 W 13360 S HERRIMAN UT 84065  
Operator telephone: (801) 244-0121  
Contact: Shawn Nay or Tera Nay  
Operator email: [tera@djnrockwalls.com](mailto:tera@djnrockwalls.com)

Surety Type: CD  
Bank Name: Utah Community Bank  
Surety Amount: \$8000.00  
Account number: 18-00559-5  
Contact: Glenn B. Cherrington, VP  
Contact phone: 801 545 6000

Escalation year: 2009

RECEIVED  
JAN 10 2007  
Div. of Oil, Gas & Mining



Founded 1851



# Herriman

13011 S. Pioneer St. • Herriman, UT 84065

## Business License

Expires: 11/30/2007

DJN Rock Walls & Excavation, Inc.  
6078 West 13360 South  
Herriman UT 84096

License # 639  
Date Issued: 11/20/2006

Owner or Agent: Shawn and Tera Nay

This License is Only Valid for the Following Business Activity: Rock Walls and Excavation Business Office

DBA: 5115337-0142

EIN: 68-0498962

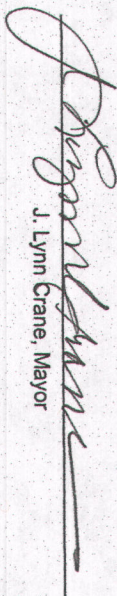
State Tax:

State Lic #:

License Type:

Total Fee(s): 128.00

Phone/Mail



J. Lynn Crane, Mayor

This license is granted to the Named Company to do the specified business in Herriman, Salt Lake County, Utah, at the above address. This Company has complied with the provisions of the Ordinances of Herriman governing this type of business and has paid the necessary amount to operate such business for the year stated.

It shall be unlawful for any person to engage in business within Herriman without first procuring a business license.

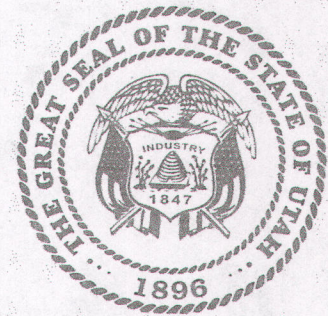
This license is not transferable between owner and/or locations.

\*\*\*\*THIS LICENSE MUST BE POSTED IN A CONSPICUOUS PLACE AT THE BUSINESS LOCATION\*\*\*\*



STATE OF UTAH  
DEPARTMENT OF COMMERCE  
DIVISION OF OCCUPATIONAL & PROFESSIONAL LICENSING  
LICENSE

EFFECTIVE DATE: 07/08/2005  
EXPIRATION DATE: 07/31/2007  
ISSUED TO: D.J.N. ROCKWALL & EXCAVATION,  
INC.  
13142 S Green Clover Rd  
Draper UT 84020



REFERENCE NUMBER(S), CLASSIFICATION(S) & DETAIL(S)

5115337-5551

Contractor Without LRF

E100

  
SIGNATURE OF HOLDER





Penny Berry &lt; pennyberry@utah.gov &gt;

---

**M0350032 DJN Rockwall**

2 messages

---

**Penny Berry** < pennyberry@utah.gov >

Wed, Nov 21, 2012 at 12:57 PM

To: Leslie Heppler &lt;lheppler@utah.gov&gt;, Paul Baker &lt;paulbaker@utah.gov&gt;

Hi Leslie,

I have attempted to contact Shawn Nay and I have had no luck. I left a message stating that we need the tax ID number or the SSN to set up the account with Zions. This is critical because Zions only has so many days to set up an account and if they do not have all the information, they will return the money. I know you have called, but can you think of any other way we could contact him? Another number? Anything. Thanks.

---

**Paul Baker** < paulbaker@utah.gov >

Fri, Nov 23, 2012 at 6:50 AM

To: Penny Berry &lt;pennyberry@utah.gov&gt;

Cc: Leslie Heppler &lt;lheppler@utah.gov&gt;

DJN's EIN is 68-0498962. Their business registration has expired, but that doesn't necessarily mean they're not still operating under this name.

[Quoted text hidden]

--

Paul Baker  
Minerals Program Manager  
Utah Division of Oil, Gas and Mining  
801-538-5261  
M-W, F





GARY R. HERBERT  
Governor

GREGORY S. BELL  
Lieutenant Governor

# State of Utah

## DEPARTMENT OF NATURAL RESOURCES

MICHAEL R. STYLER  
Executive Director

### Division of Oil, Gas and Mining

JOHN R. BAZA  
Division Director

October 9, 2012

Certified Return Receipt  
7011 0110 0001 3568 3889

Philip C. Gibson  
Utah Community Bank  
820 East 9400 South  
Sandy, Utah 84094

Subject: Transfer of Reclamation Surety Funds, DJN Rockwalls, Westside Mine, S/035/0032, Salt Lake County, Utah

Dear Mr. Gibson:

On August 7, 2012, the Division of Oil, Gas and Mining authorized reduction of the reclamation surety, a certificate of deposit, for the referenced mine from \$8000.00 to \$3000.00. In doing so it was assumed the remaining surety of \$3000.00 would remain in a certificate of deposit, but the funds may also be deposited into an account with Zions Bank through the Utah State Treasurer.

This letter authorizes you to transfer the money to a Zions Bank. Enclosed are the wire instructions.

The Division *does not* authorize release of the funds except to an account at Zions Bank to be held until the Division determines the site has been adequately reclaimed.

Please call Penny Berry at 801-538-5291 or me at 801-538-5261 if you have questions or concerns about this procedure. I appreciate your cooperation.

Sincerely,

Paul B. Baker  
Minerals Program Manager

PBB:pb

Enclosure: Zions Bank wire instructions

Cc: Shawn Nay, DJN Rockwalls

P:\GROUPS\MINERALS\WP\M035-SaltLake\S350032-DJN\final\bondtransfer-4980-10092012.doc



**From:** Steve Alder  
**To:** Penny Berry  
**CC:** Paul Baker  
**Date:** 9/24/2012 9:42 AM  
**Subject:** Re: Bonding Question

Penny , is this an FDIC insured bank? I am not sure why this is too different that a CD but that requires federal insurance. Bottom line is that our rules don't provide for savings accounts to be held in this way. I think you are correct that the difference between a CD and savings account is that a CD is negotiable, i.e. assignable, but a savings account only has a owner. It would be better if it was held as an irrevocable trust , which is what the agreement he signed sets up, but the savings account would still be tied up in his bankruptcy and we would need to have a UCC-1 form. But it is not clear how such a form would apply to the saving account situation. My advice is that it can not cost him much to buy a CD and he may need to go to another bank but that is what the law requires.

>>> Penny Berry 9/24/2012 9:25 AM >>>  
Hi Steve,

Is the Savings Account Agreement considered an assignment? From what I know the operator does not want to do a CD or Cash or a LOC. Paul told me that when he spoke with the operator, he specifically set this savings account up for the reclamation and that is what he wants. The operator is DJN Rockwalls & Excavation, Inc. S0350032 and it's with Utah Community Bank. I have attached what the bank sent us.

Penny Berry  
Minerals Bond Coordinator  
Utah Division of Oil, Gas & Mining  
801-538-5291  
Fax #801-359-3940  
Work Hours M-Thurs 6 AM to 4:30 PM Off Friday  
Office hours M-F 8 AM to 5 PM

>>> Steve Alder 9/21/2012 12:58 PM >>>  
i have problems with this form of bond. I think we would at the least need to have an assignment or trust agreement and file a UCC 1 form. I would certainly be better for him to work it out with the bank and have them give us a LOC what is the amount and who is the operator and what bank?

>>> Penny Berry 9/17/2012 3:52 PM >>>  
Hi Steve,

What is your take on a personal savings account being used for surety? We have an operator that created this account for his surety bond and Paul asked me to set up our CD Agreement letter and just change the wording. I asked the bank to provide me a copy of the "hard hold" they have on the savings account. I have attached the documents that we received from the bank. I'm not warm and fuzzy on this one. Please let me know if this is ok. Thanks.

Penny

Penny Berry  
Minerals Bond Coordinator  
Utah Division of Oil, Gas & Mining  
801-538-5291  
Fax #801-359-3940  
Work Hours M-Thurs 6 AM to 4:30 PM Off Friday  
Office hours M-F 8 AM to 5 PM

*Shawn Day*  
*801-897-2932*



\*\*\*\*\*  
\*\*\* FAX TX REPORT \*\*\*  
\*\*\*\*\*

TRANSMISSION OK

JOB NO.	1790
DESTINATION ADDRESS	8015456099
SUBADDRESS	
DESTINATION ID	
ST. TIME	08/15 12:06
TX/RX TIME	00' 26
PGS.	2
RESULT	OK



GARY R. HERBERT  
Governor

GREG BELL  
Lieutenant Governor

## State of Utah

### DEPARTMENT OF NATURAL RESOURCES

MICHAEL R. STYLER  
Executive Director

#### Division of Oil, Gas and Mining

JOHN R. BAZA  
Division Director

#### UTAH DIVISION OF OIL, GAS AND MINING FACSIMILE COVER SHEET

DATE: 8/15/2012

FAX#: 801-545-6099

ATTN: Quanette

COMPANY: Utah Community Bank

NUMBER OF PAGES (INCLUDING THIS ONE): 2

FROM: Penny - DOG M

If you do not receive all of the pages, or if they are illegible, please call (801) 538-5340.  
We are sending from a sharp facsimile machine. Our telecopier number is (801) 359-3940.

MESSAGES: Here's the letter. Thank you  
for your help  
Penny Berry





GARY R. HERBERT  
Governor

GREG BELL  
Lieutenant Governor

# State of Utah

## DEPARTMENT OF NATURAL RESOURCES

MICHAEL R. STYLER  
Executive Director

### Division of Oil, Gas and Mining

JOHN R. BAZA  
Division Director

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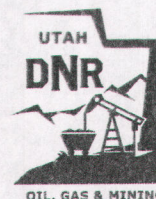
FROM: Penny - DOGM

If you do not receive all of the pages, or if they are illegible, please call (801) 538-5340.  
We are sending from a sharp facsimile machine. Our telecopier number is (801) 359-3940.

MESSAGES: Here's the letter. Thank you  
for your help

Penny Berry

Important: This message is intended for the use of the individual or entity to which it is addressed and may contain information that is privileged, confidential and exempt from disclosure under applicable law. If the reader of this message is not the intended recipient, you are hereby notified that any dissemination, distribution, or copying of this communication is strictly prohibited. If you have received this communication in error, please notify us immediately by telephone and return this original message to us at the above address via regular postal service. Thank you.







GARY R. HERBERT  
Governor

GREGORY S. BELL  
Lieutenant Governor

# State of Utah

## DEPARTMENT OF NATURAL RESOURCES

MICHAEL R. STYLER  
Executive Director

### Division of Oil, Gas and Mining

JOHN R. BAZA  
Division Director

August 8, 2012

Shawn Nay  
D. J. N. Rockwall and Excavation, Inc.  
6078 West 13360 South  
Herriman, Utah 84065

Subject: Approval of Partial Release of Reclamation Surety, DJN Rockwall and Excavation,  
West Side Mine, S0350032, Salt Lake County, Utah

Dear Mr. Nay:

On July 20, 2012, I inspected the referenced mine site. The regrading work is adequate, but as discussed in the enclosed report, vegetation does not meet the requirements for the post mining land use because it consists primarily of weeds, especially cheatgrass and Scotch thistle. The Division of Oil, Gas and Mining has decided to release a portion of the surety, \$5000.00, and to retain \$3000.00 until the site meets revegetation standards.

The inspection report gives recommendations for establishing desirable vegetation although this may be difficult considering the highly competitive nature of cheatgrass. **Please document efforts you make to revegetate this site.** Take notes and photos of the work you do, and keep copies of seed tags. One of the success standards in the rules is that you complete revegetation within practical limits. If your revegetation efforts are done according to recommendations of revegetation experts, such as the Natural Resources Conservation Service (NRCS) or other experienced professionals, and if they are properly documented, the Division will be willing to apply this standard.

The inspection report also discusses payment of the permit fees and the fine of \$770.00 associated with an unpermitted site in Utah County, S/049/0056. The Division will need to receive payment for these two items before releasing the balance of the surety.

Please call me at 801-538-5261 or Leslie Heppler at 801-538-5257 if you have questions about this letter.

Sincerely,

Paul B. Baker  
Minerals Program Manager

PBB:pb

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## State of Utah

### Department of Natural Resources

MICHAEL R. STYLER  
*Executive Director*

### Division of Oil, Gas & Mining

JOHN R. BAZA  
*Division Director*

JON M. HUNTSMAN, JR.  
*Governor*

GARY R. HERBERT  
*Lieutenant Governor*

January 18, 2007

TO: Susan White, Mining Program Coordinator  
FROM: Paul Baker, Reclamation Biologist *PB*  
SUBJECT: Surety Amount, D.J.N. Rockwall and Excavation, D.J.N. Rockwall Mine, S0350032, Salt Lake County, Utah

The surety amount for the referenced project has been determined to be \$8000.00. The disturbed area will be four acres. The operator has committed to use existing roads, to dig six feet deep, and to reclaim as they go. Shallow disturbances of this type are not as difficult or expensive to reclaim as traditional quarries, and considering the proximity to populated areas, the surety amount should be adequate.

O:\M035-SaltLake\S350032-DJN\final\bondmemo-01182007.doc





January 9, 2007

Ms. Ericksen, Surety Administrator  
State of Utah  
Division of Oil Gas and Mining  
1594 West North Temple  
Salt Lake City, Utah 84114

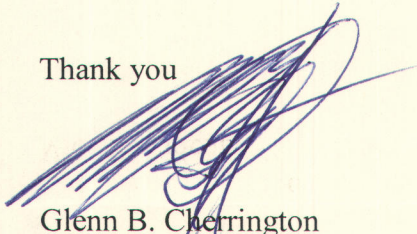
RE: DJN Rockwalls & Excavation, Inc.  
Site: West Side Mine S/035/032 also M0350032

Ms. Ericksen:

Enclosed is the signed Reclamation Surety, Certificate of Deposit for D.J.N. Rockwall & Excavation, Inc.'s West Side Mine Site, and a copy of the CD.

If there is any thing further that we need or that I may assist you with please let me know.

Thank you



Glenn B. Cherrington  
Vice President

RECEIVED

JAN 10 2007

DIV. OF OIL, GAS & MINING





## State of Utah

### Department of Natural Resources

MICHAEL R. STYLER  
*Executive Director*

### Division of Oil, Gas & Mining

JOHN R. BAZA  
*Division Director*

JON M. HUNTSMAN, JR.  
*Governor*

GARY R. HERBERT  
*Lieutenant Governor*

December 14, 2006

Tera Nay, contact for  
DJN Rockwalls & Excavation, Inc.  
aka DJN Rockwall & Excavation (dba)  
6078 West 13360 South  
Herriman, Utah 84096

Subject: Deficient Reclamation Contract and Surety Requirements, and Request to Register Company Name, DJN Rockwalls & Excavation, Inc., West Side Mine, S0350032, Salt Lake County, Utah

Dear Ms. Nay:

The Division recently received a partially completed reclamation contract for a small mine. Contained in the fact sheet of the reclamation contract is information that there is a letter of credit with Utah Community Bank in the amount of \$8,000.00. The Division does not have record of this letter of credit. In order to obtain Division approval of the reclamation surety, the letter of credit in its original form must be submitted to and approved by the Division.

Please submit the letter of credit to the Division, attention: Beth Ericksen immediately. If you would like to email it to ensure it will meet Division approval criteria prior to mailing it, please email it as an attachment to [bethericksen@utah.gov](mailto:bethericksen@utah.gov).

In addition, DJN Rockwalls & Excavation, Inc. is not a registered entity with the State of Utah Department of Commerce. It is necessary that all corporations register in order to enter into any contractual agreements with the Division. There is a company, DJN Rockwall & Excavation (dba) that is registered which references Mr. Shawn Nay as applicant. If this is the company name being used to conduct business in the state of Utah, please change the Notice of Intent to Conduct Mining Operations to reflect this company name. If the company name, DJN Rockwalls & Excavation, Inc., is the desired business name, please contact the State of Utah Department of Commerce to register the name. Documentation must be submitted to the Division indicating the application has been submitted to the Department of Commerce to register the name DJN Rockwalls & Excavation, Inc.

No further action to review the reclamation surety documents will be taken by the Division until the above requirements are addressed.





GARY R. HERBERT  
Governor  
SPENCER J. COX  
Lieutenant Governor

# State of Utah

## DEPARTMENT OF NATURAL RESOURCES

MICHAEL R. STYLER  
Executive Director

### Division of Oil, Gas and Mining

JOHN R. BAZA  
Division Director

## Minerals Inspection Report

Reviewed \_\_\_\_\_

Report Date: **10/16/2014**

Mine Name: West Side Mine	Permit Number: S/035/0032	Mine Status: Reclaimed
Operator Name: DJN Rockwalls	Inspection Date: 08/18/2014	Permit Fees: <b>Delinquent</b>
Inspector(s): L. Heppler	Inspection Time: 4:00PM	Bond Amount: \$3,000
Attendee(s): none	Weather: Sunny, dry	Bond Escalation: 12/07/2009
Inspection Purpose: Routine Annual Inspection		Prior Inspection: 07/20/2012

### Conclusions and Recommendations

Revegetation does not meet the standards in rule R647-3-109.13. This rule requires that the vegetation must support the postmining land use, provide basic soil and watershed protection, and that there be at least 70 percent of the pre-mining vegetation cover or that the vegetation be established within practical limits. There is probably adequate cover, but the vegetation does not meet the requirements for any postmining land use. The operator needs to pay permit fees for **2008 and 2009**. The operator owes a fine of **\$770.00** for a violation issued at another site. OGM to continue annual inspections and monitor the site when in the area.

Elements of Inspection	Evaluated & Commented	Enforcement
1. <i>Permits, Revisions, Transfer, Bonds</i> Last permit fee paid was in 2007	<input checked="" type="checkbox"/>	<input type="checkbox"/>
2. <i>Public Safety (shafts, adits, trash, signs, highwalls)</i> No deficiencies were noted	<input checked="" type="checkbox"/>	<input type="checkbox"/>
3. <i>Protection of Drainages/Erosion Control</i> No external drainage noted, but weather was dry	<input checked="" type="checkbox"/>	<input type="checkbox"/>
4. <i>Deleterious Material</i> No fuel was stored on site	<input checked="" type="checkbox"/>	<input type="checkbox"/>
5. <i>Roads (maintenance, surfacing, dust control, safety)</i> This line intentionally left blank	<input checked="" type="checkbox"/>	<input type="checkbox"/>
6. <i>Reclamation</i> Site was regraded by another operator	<input checked="" type="checkbox"/>	<input type="checkbox"/>
7. <i>Backfilling/Grading (trenches, pits, roads, highwalls, shafts)</i> Site was regraded by another operator	<input checked="" type="checkbox"/>	<input type="checkbox"/>
8. <i>Soils</i> No soil stockpiles are noted	<input checked="" type="checkbox"/>	<input type="checkbox"/>
9. <i>Revegetation</i> Most of the undesirable species are either winter annuals or biennials that can be at least partly controlled in the fall. I suggest that the operator wait until there has been some rain and subsequent germination in the fall. Many of the weeds could then be killed either with herbicides or mechanical methods. The area could then be scarified and seeded.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
10. <i>Other</i> This line is intentionally left blank	<input checked="" type="checkbox"/>	<input type="checkbox"/>

Inspector's Signature: \_\_\_\_\_

CC: Shawn Nay - DJN Rocks

File: /nrwogmfs1/OGM/GROUPS/MINERALS/WP/M035-SaltLake/S350032-DJN/inspections/INSP-08182014.pdf







Mine site, note thistle



Access road



Bathtub and pallets

Intentional left blank